



BID NO.: TBD

**OPENING: 2:00 P.M.
TBD
TBD , 2014**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

**TITLE:
VENDING MACHINE SERVICES**

**FOR INFORMATION CONTACT:
MIKE RAMOS, 305-375-5215, ramosmi@miamidade.gov**

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: TBD

Bid Title: VENDING MACHINE SERVICES

Contact Person: MIKE RAMOS

Bids will be accepted until 2:00 p.m. on TBD, 2014

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

SECTION 1
GENERAL TERMS AND CONDITIONS

VENDING MACHINE SERVICES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

SECTION 2
SPECIAL CONDITIONS

VENDING MACHINE SERVICES

2.1 PURPOSE

The purpose of this Bid Solicitation is to establish a revenue producing contract for Vending Services for various Miami-Dade County (County) facilities.

DEFINITIONS

- A. **Minimum Monthly Guarantee (MMG)** is defined as a monthly payment to the County by the Successful Bidder for XXX vending machines or less installed in County facilities. The County will only consider bids with the MMG in excess of \$XX,XXX.XX.
- B. **Additional Payment Per Machine (APPM)** is defined as an additional amount received by the County for each machine in excess of XXX. The APPM will be calculated as follows: MMG divided by XXX.
- C. **Monthly Payment Report** is a report which shall include facility address, time period covered, number of machines per location separated by type of machine, and total vending machines. The report shall also include the machines constituting the APPM.
- D. **Product and Sales Report** is a report that shall be computer-generated in a Microsoft Excel format, styled in columns, each headed with the following information and sorted by location. 1) name and address of facility; 2) machine serial number; 3) location within the facility or complex 3) number of products sold for month reported; 4) total sales for the month with tax information broken out; and 5) dollar reading of non-resettable meter. The report should also include removal or replacement of machines in and out of County facilities.

2.2 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department - Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five year period.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew for **one additional five (5) year term**. The Successful Bidder shall maintain, for the entirety of the additional period, the same terms, and conditions of the originally awarded contract.

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VENDING MACHINE SERVICES

Continuation of the contract beyond the initial five year term is a County prerogative and not a right of the Successful Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the Successful Bidder decline the County's right to exercise the option-to-renew term, the County may consider the Bidder in default which shall affect that Bidders' eligibility for future contracts.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible bidder who offers the highest MMG. The County will only consider bids with the MMG in excess of \$XX,XXX.XX.

The Successful Bidder will be awarded the right to provide vending services in facilities occupied, managed, or otherwise defined for use by the County at the County's sole discretion.

2.5 PRICES

The MMG proposed by the Successful Bidder and the ARPM shall remain fixed and firm during the term of the contract. However, the County reserves the right to negotiate an increase of the MMG, which will result in an adjustment of the APPM, as deemed in its best interest, based on market conditions and other factors.

2.6 METHOD OF PAYMENT

A. Payments

The Successful Bidder shall make all payments to the County no later than the fifteenth (15th) day of the month for the previous month serviced. For example payments for the month of June 2014 are due no later than July 15th 2014. Any payment to the County does not guarantee sales of products contained in vending machine(s). Any machines placed on County property, shall be included in that month's count. The County shall receive payment for all vending machines located on County property.

Payments should be mailed or delivered to the address listed below:

Miami-Dade County Internal Services Department
Facilities and Utilities Management Division
Attn: Charlotte Horne - County's Project Administrator
200 N W 1st Street
Miami, Florida 33128

SECTION 2
SPECIAL CONDITIONS

VENDING MACHINE SERVICES

The County reserves the right to change the payments structure and deliver location and/or add payment locations as it deems necessary.

Payments shall be submitted with a Monthly Payment Report, as defined in Section 2.1 (C).

The County may request changes to the payment report's format as deemed necessary.

B. Penalty for Late Payments

In the event the Successful Bidder fails to make the required payment as established above, there shall be added, to such payment, a late charge of one half percent (1/2 %).

2.7 CONTACT PERSON

For any additional information regarding the specifications and requirements of this solicitation and resultant contract, please contact: Mike Ramos at (305) 375-5215, email: ramosmi@miamidade.gov.

2.8 VENDING MACHINES

A - TRANSITION PLAN

In the instance that the incumbent vendor is awarded the successor contract their first payment under this solicitation shall represent the amount awarded inclusive of the MMG and ARPM as appropriate.

In the instance a new Successful Bidder is awarded, a 60 day transition period will be allowed, 30 days to order the vending machines and 30 days for placement. This transition plan shall identify the timeframe for the removal of the incumbent's vending machine(s) on a phased basis and the placement of new machines by the Successful Bidder. The new Successful Bidder shall pay 50% of the MMG and ARPM during the final 30 day transitional phase.

B - ADDITIONAL VENDING MACHINE

The Successful Bidder shall not add any vending machine(s) without prior written approval from the County's Project Administrator; any such placement of vending machine(s) without proper written approval from the County may be considered default. If the County's Project Administrator authorizes additional vending machine(s) at an individual site, the County shall have the authority and flexibility to select which type of vending machine(s) (beverage, snack/food, ice cream, among others) to add to the site.

SECTION 2
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In the event that the installation site is not equipped (to include water and electric service) installation expenses for that site shall be borne by the Successful Bidder.

C - REMOVAL/RELOCATE OF VENDING MACHINE

The Successful Bidder shall not remove or relocate any vending machine(s) without prior written approval from the County's Project Administrator; any vending machine that is removed or relocated by the Successful Bidder without proper written approval from the County's Project Administrator is a matter of default. After proper written approval from the County's Project Administrator, the Successful Bidder shall remove or relocate any vending machine within 5 business days.

2.9 DEFFICIENCIES IN WORK

- At completion (installation of machines and/or refurbishments of goods), the Successful Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Administrator. All unusable material and debris shall be removed from the premises.
- The Successful Bidder shall repair and/or replace any vending machines within twenty-four (24) hours after the County advises, that are not in working order; meaning vending machine is not functioning properly as it was meant to do. The Successful Bidder shall bear all costs of any such repairs or replacements. Saturdays, Sundays and holidays shall be excluded from the 24-hour threshold – eg. Machines reported inoperative at 1:00 p.m. on Friday must be repaired/replaced by 1:00 p.m. on Monday. The Successful Bidder must provide the name(s) and telephone number(s) of the service personnel to the Facility Manager or designated County's Project Administrator so that malfunctions may be reported immediately
- The Successful Bidder shall advise the County's Project Administrator of each malfunctioning vending machine.
- If the Successful Bidder fails to correct the work within the period specified, the County may at its discretion, notify the Successful Bidder, in writing, that the Successful Bidder is subject to contractual default if the repair/replacement is not completed to the satisfaction of the County within forty-eight (48) hours of receipt of the notice. If the Successful Bidder fails to correct the work within the period specified in the notice, the County may place the Successful Bidder on default, and obtain the services of another vendor to correct the deficiencies, and charge the Successful Bidder for these costs through invoicing.

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2.10 VENDING MACHINES SHALL BE MOST RECENT MODEL AVAILABLE

The Successful Bidder shall initially install the latest model vending machines with the most current tamperproof non-re-settable meters and any financial accounting systems available. Throughout the term of the contract, the vending machines shall be maintained in a new or like new condition. The vending machines shall conform to all applicable Occupational Safety and Health Administration (O.S.H.A.), State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with applicable industry standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards. Any optional components which are required in accordance with the bid specifications shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from these specifications does not relieve the Successful Bidder from furnishing a complete unit.

Miami-Dade County may require the successful bidder to provide energy saving machines/equipment through built-in technology or external third party products. Our inventory of LEED certified buildings is growing due to legislative changes and existing buildings are being retrofitted for certification as well. Miami-Dade County reserves the right to request that the successful bidder install these energy devices on machines/equipment located in LEED certified buildings at no additional cost to the County.

2.11 AMERICAN WITH DISABILITY ACT (ADA)

The Successful Bidder is responsible to comply with all current and applicable ADA regulations.

For reference purposes, below are some links provided to access ADA regulations:

- 2010 ADA Standards for Accessible Design:
http://www.ada.gov/2010ADASTandards_index.htm
- 2012 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, ADOPTED PURSUANT TO SECTION 553.503, FLORIDA STATUTES:
http://www.floridabuilding.org/fbc/committees/accessibility/aac/Changes_to_Law/2012_Florida_Accessibility_Code_Final%20.pdf
- The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III: http://www.ada.gov/2010_regs.htm

2.12 PURCHASE OF OTHER ITEMS

While the County has listed all major items that it intends to purchase from the vending machines which are utilized by County departments in conjunction with its

SECTION 2
SPECIAL CONDITIONS

VENDING MACHINE SERVICES

operations, there are many similar items within the vending machines such as facsimile, copier, phone card, and other specialized vending services that may be requested by the County during the term of this contract. Under these circumstances, a County Project Administrator will contact the Successful Bidder to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County reserves the right to award these ancillary services to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

2.13 SMALL BUSINESS ENTERPRISE (SBE) MEASURES

Section 1.0 Paragraph 1.43 is exempt from this solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

VENDING MACHINE SERVICES

3.1 SCOPE OF WORK

The purpose of this Bid Solicitation is to establish a revenue producing contract for Miami-Dade County. The Successful Bidder shall furnish, install, maintain, service, repair and/or replace and stock automatic vending machines for dispensing non-alcoholic beverages, coffee food, food products, ice cream, candy and other standard vending items the County may designate from time to time throughout the given contract period on a as needed basis.

At the time of award of this bid, the Successful Bidder will be allowed to place beverage and snack vending machines at all locations where beverage and snack vending machines are currently placed. Thereafter, the County retains the right to require the Successful Bidder to add or remove machines as needed. During the term of this contract, the County reserves the right to require the vendor to update machines as needed to meet changing customer requirements, new payment methodologies, and industry standards. In addition, the Successful Bidder may propose to the County additional locations for placing beverage and snack vending machines, and the County retains the right to accept or reject said proposals.

The County may pursue potential partnership opportunities or sponsorship in the future.

3.2 SPECIFIC REQUIREMENTS

The Successful Bidder shall be responsible for ensuring that the vending machines are serviced regularly to ensure that ample stock of products are maintained in each machine during each day the facility is opened for regular business. Each and every machine shall contain non-re-settable meters that record total sales. Failure to maintain these meters in good working order may render the Successful Bidder in default of this contract. The Successful Bidder shall be required to follow County or facility owner guidance with respect to alterations, physical changes and utility connections. At the conclusion of the contract period, all equipment (not to include location improvements) will remain the property of the Successful Bidder. The Successful Bidder shall keep the vending machines sanitary and clean. The Successful Bidder shall act in a spirit of mutual cooperation with the County.

3.3 REFUNDS

The Successful Bidder shall provide reimbursements for malfunctioning equipment or defective products. The Successful Bidder shall implement and maintain at all times a process that is agreeable to the County for making refunds to customers who insert money into a machine and due to malfunction, receive no product in return. Said system may vary for different locations, e.g. manned vs. unmanned locations.

SECTION 3
TECHNICAL SPECIFICATIONS

VENDING MACHINE SERVICES

3.4 PRODCUTS

Products to be stocked and available for purchase from the vending machines shall include but not be limited to non-alcoholic beverages, coffee, salty and confectionary ("sweets") snacks, ice cream, and chewing gum items.

3.5 FRESH PRODUCTS

The Successful Bidder must provide fresh and high quality products. All such products must be packaged in sealed containers. The County reserves the right to approve all products offered for sale.

HEALTHY PRODUCTS

The Successful Bidder must provide at minimum twenty percent (20%) of the contents of each vending machine in accordance with the following healthy specifications:

A. Beverage criteria

1. Water, no limit on size
2. Non-fat or 1% low fat milk (8 oz and 150 calories maximum)
3. 100% fruit or vegetable juice (8 oz and 120 calories maximum)
4. Sports drinks with less than or equal to 100 calories
5. All other non-caloric beverages, including diet sodas

B. Snack/Foods criteria

1. Item shall contain no more than 250 calories
2. Item shall contain no more than 35% of calories from fat with the exception of nuts and seeds
3. Snack mixes and other foods in which nuts are a part must meet the 35% standard
4. Item shall contain no more than 10% of calories from saturated fat, no trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
5. Item shall contain no more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
6. Item shall contain no more than 360 mg of sodium per serving

A minimum of one item per machine shall meet the FDA definition of "low sodium" (less than 140 mg per serving) and at minimum 2 grams of dietary fiber. Items that meet nutrition standards shall not be priced higher than the items that do not meet the standards.

SECTION 3
TECHNICAL SPECIFICATIONS

VENDING MACHINE SERVICES

3.6 PRODUCT PRICE POSTING

The prices shall be in clear view on each vending machine. The County shall be the sole judge of sign quality, size of letter.

3.7 PRODUCT PRICE SCALE

The Successful Bidder shall establish and maintain prices in accordance with industry standard. The County shall approve any request for product price increases. The County may request, as it deems necessary, a product price report for snacks and beverages or both.

3.8 COUNTY REQUIREMENTS

The County will provide water, electricity, lighting, and air-conditioning services of designated premises.

The County will not be liable for temporary interruption thereof on account of breakdown, power failure, scheduled outages or like causes, causing a vending machine to be non-operational. The County will provide and dispose of containers for trash and recyclable items and shall arrange for pest contract services in the vending area. Additional pest control services occasioned by failure of the Successful Bidder to maintain machines in a clean and sanitary condition shall be charged to the vending contractor.

3.9 SALES COLLECTION, SALES REPORTING, AND AUDITING RIGHTS

The Successful Bidder shall collect vending machine revenues.

In addition to the Monthly Payment Report, as defined in Section 2.1 (C), the Successful Bidder shall provide a Product and Sales Report, as defined in Section 2.1 (D), to the County on an annual basis, or at other times upon request. (Separate reports may be requested individually for snack and beverage sales.)

The County may also require the vendor additional information as it deems necessary. These reports may be transmitted electronically via e-mail, or submitted on computer diskette, flash drive or other electronic media. The County may request changes to the report format or request additional reports as deemed necessary.

For informational purposes only, a retail price list shall be provided to the County during the machine transitional period.

All books and records related to the contract must be made available for inspection and audit without notice. Records must conform to generally accepted accounting principles (GAAP) as promulgated by the American Institute of Certified Public

SECTION 3
TECHNICAL SPECIFICATIONS

VENDING MACHINE SERVICES

Accountants. Violation of this procedure may result in re-procurement charges, restitution, and/or termination.

Note: Miami-Dade County reserves the right to contact the Successful Bidder for random audits on the reporting of meter reading on any vending machine.

Additionally, each and every machine shall contain non-re-settable meters that record total sales. Maintaining these meters in good working order is a requirement of any contract issued as a result of this solicitation. Failure to comply with this requirement shall be a matter of default. The County may periodically and randomly - at any time, and without advising the Successful Bidder ahead of time - observe the filling and removal of product and monies from machine as it deems to be in the best interests of the County.

3.10 COUNTY INSPECTION

The Successful Bidder agrees that the County shall have the right to witness the filling and removal of all products and money from any and all machines if so desired.

3.11 CURRENT VENDING MACHINE LIST

This list is being provided for informational purposes only. The information contained in this list is not be used to alter or impact the MMG quantity as defined in Section 2 Paragraph 2.1(a)

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
TBD
TBD , 2014



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
 by: **MIKE**
RAMOS

ISD/PM

Date Issued:
TBD

This Bid Submittal Consists of
 Pages **11** through **14**
INCLUSIVE OF REQUIRED
AFFIDAVITS

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
VENDING MACHINE SERVICES

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	
Procurement Contracting Officer:	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
BID SUBMITTAL FOR:****FIRM NAME:** _____

Item #	Description	Minimum Monthly Guarantee (MMG)
1	Minimum Monthly Guarantee for XXX Vending Machines or Less	\$ _____

*The County will only consider bids with the MMG in excess of \$XX,XXX.XX.

SECTION 4
BID SUBMITTAL FOR:
TBD

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION
WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**Bid Title:** Vending Machine Services

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. __/__/__-__/_/_/_/_/_/_/_

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS **FORMAL BIDS**



Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____, 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

 Print or Stamp of Notary Public Expiration Date Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

BID NO.: TBD*

Name of Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer

Print Name

Print Title

Date